

Amendment Number 2
to
Contract Number DIR-SDD-1996
between
State of Texas, acting by and through the Department of Information Resources
and
Skillsoft Corporation

This Amendment Number 2 to Contract Number DIR-SDD-1996 (“Contract”) is between the Department of Information Resources (“DIR”) and Skillsoft Corporation (“Vendor”). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. Contract, Section 2. Term of Contract is hereby amended as follows:

DIR and Vendor hereby agree to extend the term of the Contract for one (1) year through January 31, 2016, or until terminated pursuant to the termination clauses contained in the Contract. Prior to expiration of the term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to one (1) additional one-year renewal term.

2. Contract, Section 4. Pricing, is hereby restated in its entirety as follows:

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

3. Contract, Section 4. Pricing A - H is deleted and is hereby restated in its entirety in Appendix A, Standard Terms and Conditions For Training Services Contracts, Section 8, Pricing, Purchase Orders, Invoices and Payment, dated 02/04/2015 as attached hereto.

4. Contract, Section 5. DIR Administrative Fee, A) is hereby restated in its entirety as follows:

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.00. The effective date of this change will be March 1, 2015.

5. Contract, Section 6. Notification is hereby restated in its entirety as follows:

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Dana L. Collins, CTPM, CTCM
Manager, Contract and Vendor Management
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 936-2233
Facsimile: (512) 475-4759
Email: dana.collins@dir.texas.gov

If sent to the Vendor:

Mark Murray
SkillSoft Corporation
107 Northeastern Blvd.
Nashua, NH 03062
Phone: (877) 545-5763
Facsimile: (603) 821-5151
Email: mark_murray@skillsoft.com

6. **Contract, Section 7. Intellectual Property Matters, A - M** is deleted and is hereby restated in its entirety in Appendix A, Standard Terms and Conditions For Training Services Contracts, Section 5, Intellectual Property Matters, dated 02/04/2015 as attached hereto.
7. **Appendix A. Standard Terms and Conditions For Training Services Contracts**, is hereby restated in its entirety and replaced with the attached **Appendix A. Standard Terms and Conditions For Training Services Contracts** dated 02/04/2015.
8. **Authorized Exceptions to Appendix A, Standard Terms and Conditions For Training Services Contracts** dated 02/04/2015.
 - A. **Appendix A, Section 5, Intellectual Property Matters, M. Intellectual Property Rights**, is hereby added in its entirety as follows:

M. Intellectual Property Rights

Subject to the restrictions stated in this Contract and any Purchase Order issued under this Contract, Vendor grants to Customer and Customer accepts, a nonexclusive, non-transferable license (without the right to sublicense) for the License Term set forth in the applicable Purchase Order, to use and to allow the applicable authorized audience to access and use the Vendor product(s) set forth therein for internal training purposes only.

All Vendor products are the property of Vendor and/or its third party publishers and/or licensors and is protected by copyright and other laws relating to proprietary rights. Except for the limited licenses granted pursuant to this Contract, the terms of the Contract do not convey any ownership or other rights of any kind to DIR and/or Customer in or to Vendor property. Vendor and its publishers and licensors have and shall retain all right, title and interest in and to

the Vendor property. Vendor reserves all rights not expressly granted to DIR and/or Customer herein. Except as expressly provided in this Contract, Customer shall have no right to receive any corrections, enhancements or other modifications.

Except as may otherwise be permitted in this Contract, Customer shall not (a) reproduce publish, display, distribute, sell, sublicense, transfer, rent, lease, publish, broadcast, timeshare, loan, disclose, or otherwise make available the Vendor property, or any part thereof, to any third party; (b) reverse engineer, disassemble, decompile or otherwise attempt to derive source code from the Vendor property, or any part thereof; (c) modify, translate, adapt, alter or create derivative works (as defined under the United States copyright laws) based upon the Vendor property or any part thereof; (d) remove any proprietary notices, labels, or trademarks or service marks on any Vendor property; (e) merge the Vendor property, or any component thereof with another program (unless otherwise authorized herein); (f) use the Vendor property, or any component thereof, for any purposes other than those explicitly stated in the Contract; (g) have any right to any source code for the Vendor property (h) permit any party not specifically licensed herein to use the Vendor property; (i) use download functionality enhancement tools for purposes contrary to those authorized under this Contract and any applicable Purchase Order; or (j) post any note or comment using a Vendor product which permits such posting functionality that is unlawful or that would constitute a criminal offense or give rise to civil liability.

Customer agrees not to use or permit the use of the Vendor property, or any part thereof, to engage in any illegal or tortious activities. Customer further agrees not to use or permit the use of the Vendor property for purposes deemed under applicable law to be illegal or unlawful, or to encourage illegal or unlawful activities.

Provided that Customer reproduces all copyright and other proprietary notices, Customer may make copies of the Vendor product(s) available and licensed by Customer in CD-ROM format for deployment and backup purposes as reasonably necessary to carry out the rights expressly granted by the Contract. Customer shall take all reasonable security precautions to ensure that only the authorized audience accesses the Vendor property.

Customer acknowledges that all of the restrictions on access to and use of the Vendor property contained in this Section 2 and elsewhere in this Contract apply to the authorized audience. Customer will take all necessary steps to ensure compliance of the authorized audience therewith.

B. Appendix A, Section 10. Vendor Responsibilities, A. Indemnification, 4) Property Damage is hereby replaced in its entirety as follows:

A. IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY OF CUSTOMER OR THE STATE DUE TO THE NEGLIGENCE, MISCONDUCT, WRONGFUL ACT OR OMISSION ON

THE PART OF THE VENDOR, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, THE VENDOR SHALL PAY THE FULL COST OF EITHER REPAIR, RECONSTRUCTION, OR REPLACEMENT OF THE PROPERTY, AT THE VENDOR'S SOLE ELECTION. SUCH COST SHALL BE DETERMINED BY THE CUSTOMER AND SHALL BE DUE AND PAYABLE BY THE VENDOR NINETY (90) CALENDAR DAYS AFTER THE DATE OF THE VENDORS RECEIPT FROM THE CUSTOMER OF A WRITTEN NOTICE OF THE AMOUNT DUE.

All other terms and conditions of the Contract not specifically modified herein shall remain in full force and effect. In the event of a conflict among provisions, the order of precedence shall be this Amendment Number 2, then Amendment Number 1 and finally the Contract.

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IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature, but in all events, no later than January 31, 2015.

Skillsoft Corporation

Authorized By: Signature on File

Name: Mark P. Murray

Title: Sr. Director, Finance & Corporate Controller

Date: March 4, 2015

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Dale Richardson

Title: Chief Operations Officer

Date: 3/18/15

**Office of
General Counsel:** David Brown 3-17-15